

FINANCIAL AGREEMENT

Clinic Office of
Erin David Bigler, Ph.D.

May 23, 2006

TAX ID #87-0514798

Steve Simonton
Attn: Kathy
Fax: 307-587-2746

RE: JAMES GOULD

In an effort to clarify our office's retainer and cancellation policies, we have updated this Fee Schedule/Financial Agreement as of January 1, 2005. Please carefully review each item below, **initial at the bottom of each section, and sign and date at the bottom of this document.** By affixing your initials to each section and your signature to the bottom of this document, you are stating that you understand and will abide by these policies as set forth. After your review, please return the entire document to us, along with your retainer. If you should have any questions with regards to these fees, retainers or policies, please contact our business manager, Susan Wheatley, at 801-374-8536.

New Case Consultation Fee/Comprehensive Records Review Retainer **\$2,750.00**

- A retainer fee of \$2,750.00, along with this signed Financial Agreement, needs to be returned to our office in order to have Dr. Bigler retained on a legal case. This non-refundable retainer is to be used toward charges for **review of records and conferences with attorneys ONLY** at Dr. Bigler's hourly charge for forensic work of \$275.00/hour. **No work will begin until this retainer and this signed financial agreement is received.** This retainer is not to be used toward neuropsychological testing, depositions, trial, or travel. If those items are needed, an additional retainer is required. Please read the entire contract for details.

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Neuropsychological Testing Retainer **\$1,750.00**

- If testing is necessary, an additional retainer fee of \$1,750.00 for neuropsychological testing is required and must be in our office one week prior to the actual testing date. If a testing appointment is made with less than a week's notice, the retainer is required the day before the scheduled appointment. If the fee is not received by the above-mentioned timetable, our office reserves the right to schedule other appointments in its place. This \$1,750.00 fee includes the initial consultation, a full-day battery of neuropsychological testing, neuropsychological consultation report, as well as a return visit or phone call to review the test results. This retainer is **in addition** to the New Case Consultation Fee/Comprehensive Review of Records retainer. **PLEASE NOTE: Dr. Bigler does NOT travel for testing. The patient will need to travel to our clinic for testing.**
- Cancellation Policy:** If a scheduled testing appointment is cancelled within 48 hours of the appointment, the entire retainer fee will be forfeited and cannot be used toward rescheduling or future charges.

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Follow-up Neuropsychological Testing Retainer **\$875.00**

- Half-day battery of tests -- includes consultation, half-day of testing, report, and review of test results. The same cancellation policy for a full day of testing applies to follow-up testing. See above.

_____ Initials

RE: JAMES GOULD

Exploratory Review of Records/Consultation Retainer

\$1,375.00

- **Non-refundable** retainer to be used for a five hour review of records/consultation with attorney to determine if attorney would like to proceed to Comprehensive Review of Records, etc. This review **DOES NOT** include any written correspondence or reports to be generated from Dr. Bigler. If the review takes more than five hours, our office will contact you to see if you would like to proceed to the comprehensive records review (see above).

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Deposition Retainer

\$275.00/hour

- A retainer fee of \$275.00 per scheduled hour is required when scheduling a deposition with Dr. Bigler. If the retainer fee is not received by one week prior to the date of the deposition, our office reserves the right to schedule other appointments in its place.
- **Cancellation Policy:** Any deposition that is cancelled within 48 hours of the scheduled appointment will forfeit the retainer fee. This is a fee that will not apply toward rescheduling or future charges.
- Please note that if a pre-deposition meeting is required, this will need to be scheduled **AT THE TIME** of the scheduling of the deposition or else Dr. Bigler's schedule may not be able to accommodate such a meeting.

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Arbitration, Mediation, Trial Testimony Retainer

(For appearances which do not require long-distance traveling)

\$275.00/hour

- A retainer fee equal to the scheduled number of hours plus travel time is required when scheduling Dr. Bigler for arbitration and/or trial appearance. If the fee is not received within one week of the arbitration/trial appearance, our office reserves the right to schedule other appointments in its place.
- **Cancellation Policy:** Any cancellation of Dr. Bigler's appearance within 48 hours of the scheduled arbitration/mediation/trial, will result in the retainer fee being forfeited. This is a fee that will not apply toward rescheduling or future charges.

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Travel Reimbursement and Fees Retainer

\$3,850.00/day plus travel expenses

- If it is necessary for Dr. Bigler to travel for deposition (if required by state law) or for trial appearance, a retainer fee for Dr. Bigler's travel is required one week prior to travel. If travel arrangements are made with less than a week's notice, the retainer is required the day before travel is to take place. A retainer request will be faxed to your office with the amount required. This request represents the cost of airfare, hotel accommodations, parking, rental car (if applicable), and Dr. Bigler's daily consultation fees of \$3,850.00/day (\$275.00/hour x 14-hour travel day). Meals and other miscellaneous items will be billed to your firm upon completion of the travel, if applicable. If the fee is not received within one week prior to travel, our office reserves the right to schedule other appointments in its place.
- **Cancellation Policy:** If travel is cancelled within 48 hours of the scheduled departure, **THE DAY CONSULTATION FEES** from the retainer will be forfeited and will not be used toward rescheduling or future charges.

Attorney's Printed Name

Attorney's signature